

**RHODE ISLAND MAYORAL ACADEMYSM
BLACKSTONE VALLEY**

BOARD OF DIRECTORS

MINUTES

12:30 p.m., January 13, 2011

Blackstone Valley Prep

291 Broad Street, Cumberland

Mayor McKee called the meeting to order at 12:33 p.m. Present were:

Mayor Daniel J. McKee (Chair)
Administrator T. Joseph Almond
Kenneth Vaudreuil

Also present were Daniel C. Waugh, Esquire, Antonio Afonso, Esq., Drew Allsopp, Michael Magee, Jeremy Chiappetta, Stacey Birdsell, Drew Madden, Jen LoPiccolo, and Christine Lopes.

Minutes

Mr. Vaudreuil (seconded by Mr. Almond) moved to approve the minutes of December 6, 2010. AYE: McKee, Almond, Vaudreuil. NAY: None.

Mr. Almond (seconded by Mr. Vaudreuil) moved to approve the minutes of the December 9, 2010 meeting. AYE: McKee, Almond, Vaudreuil. NAY: None.

Executive Session--§ 42-46-5(a)(2)—Potential litigation

Mr. Vaudreuil (seconded by Mr. Almond) moved to go into executive session pursuant to § 42-46-5(a)(2) to discuss potential litigation. AYE: McKee, Almond, Vaudreuil. NAY: None. The executive session began at 12:42 p.m.

* * * EXECUTIVE SESSION * * *

(Dr. Morton had joined the meeting during the executive session.)

Upon return from executive session at 1:21 p.m., Dr. Morton (seconded by Mr. Vaudreuil) moved to return to public session and seal the minutes thereof. AYE: McKee, Almond, Vaudreuil, Morton. NAY: None.

Chair's Report

The Chair thanked the staff of the school as well as Mr. Chiappetta and Ms. Birdsell for the good work accomplished during the transition to in-house management.

Authorization for contract with Jeremy Chiappetta

The Chairman noted that the board members had not had much time to review the terms of the proposed offer letter, so that a board member might propose to postpone consideration; however, he felt that the board had adequate information in front of it to consider the proposed letter.

Mr. Magee explained that the letter would cover the period to the end of the current school year. This would recognize that Mr. Chiappetta is the right person to lead the schools through the transition period. Under this agreement, Mr. Chiappetta would have, in addition to his other responsibilities, the responsibility to develop a management strategy to cover the remainder of the initial charter period, which will expire three years after the current school year. This is a significant expansion of his responsibilities under his current contract, which involve running an elementary school. The letter agreement would increase Mr. Chiappetta's compensation as well as his responsibilities.

The increased responsibilities include the development of the strategic plan for the current charter period, during which period 3 schools should be in existence covering grades K - 8 and enrolling over 1,000 students. Mr. Chiappetta will also need to direct the implementation of all of the support that had been being supplied by Democracy Builders for the development of the Blackstone Valley Mayoral AcademySM school network. These functions will include academic support, recruiting talented teachers and school leaders, data technology, school-level fundraising, and all other centralized management responsibilities. Mr. Chiappetta will also continue to have the duties relating to running the elementary school.

Turning to the compensation elements of the contract, Mr. Magee reviewed a survey of compensation packages for school network leaders, which survey was included in the materials distributed to board members. The compensation package proposed for Mr. Chiappetta was competitive within the survey. The base compensation would be \$129,000 plus a signing bonus and opportunity for a performance bonus. The signing bonus reflects Mr. Chiappetta's having undertaken the transition work to date. The proposed performance bonus schedule reflects the timing of bonuses for other faculty and leaders. There was discussion relating to what criteria should apply to the performance bonus. Mr. Chiappetta stated that he would be excited to have a clear, transparent evaluation process. Establishing that the annual bonus would be paid on or about June 30 would give the parties time to establish a rubric for performance evaluation. Mr. Magee clarified that an April 1 date for contract renewal would reflect progress on the strategic plan.

The letter also includes an indemnification clause to protect Mr. Chiappetta against certain claims.

Benefits under the contract are the same as benefits for other staff. Mr. Chiappetta expressed the hope that the board would continue to review the benefits package at further meetings.

The agreement would provide job security so that Mr. Chiappetta would be able to concentrate his full efforts on school operations and developing the strategic plan, but protect the board in the event of performance failures.

Mr. Chiappetta expressed a desire that, once the transition period was completed, he would be able to enter into a longer term commitment for the duration of the current charter period with clear goals, a clear rubric, and an evaluation cycle.

Mr. Magee indicated that the proposed agreement would conform with the budget that will be presented.

Dr. Morton (seconded by Mr. Almond) moved to adopt the agreement, subject to amendments to be made.

Mr. Almond (seconded by Dr. Morton) moved to amend the paragraph relating to performance bonuses by striking January 30, March 30, and April 30, and inserting June 30. AYE: McKee, Almond, Morton, Vaudreuil. NAY: None.

Mr. Almond (seconded by Mr. Vaudreuil) moved to amend the description of the health care buy-out so that it would not be available if it would cause a double benefit for Mr. Chiappetta and his spouse or other family member who was also working for the school. AYE: McKee, Almond, Morton, Vaudreuil. NAY: None.

Dr. Morton (seconded by Mr. Almond) moved to amend the paragraph dealing with indemnification by inserting “your employment by RIMA-BV taken by you in good faith or caused by” following “arising out of” in the third line of that paragraph. AYE: McKee, Almond, Morton, Vaudreuil. NAY: None.

Dr. Morton (seconded by Mr. Almond) moved to insert “for reasons other than criminal actions or behavior directly detrimental to the schools” following “Should RIMA-BV not offer an extension or renewal of this agreement for the 2011-2012 school year by May 1, 2011” in the second paragraph dealing with severance pay.

The Chair thanked Mr. Chiappetta for stepping up to do the work, and noted that Mr. Chiappetta was fully committed to the proposed expansion of the schools to 2,400 students.

There being no further amendments or debate, the Chair put the main motion as amended, which passed as follows: AYE: McKee, Almond, Morton, Vaudreuil. NAY: None.

Executive Director's Report

The schools are doing phenomenally well, averaging over 98% attendance by both students and teachers and achieving outstanding academic results on the interim assessments. All board members are invited to contact Ms. LoPiccolo to arrange tours of the schools so that they can view the leaders and teachers in action.

Mr. Chiappetta asked Ms. Birdsell to say a few words about the middle school. Ms. Birdsell wished to point out the success of the middle school's reading team in reducing the number of below-grade readers, and they are optimistic about improving the results further. Various statistical materials were provided for the board's review.

The Chair also thanked Ms. Birdsell for stepping up to complete the tasks through the transition period.

The Chair asked Mr. Chiappetta to provide an updated strategy.

Change of school name

Mr. Chiappetta acknowledged that the school was in need of a new name that would define it to its students, parents and the public. Accordingly, they had reached out to a wide variety of interested parties for suggestions as to the new school name. In response, they had received dozens of suggestions as to a new school name, new school motto, new school values, and drawings of new school logos. These were then vetted by a committee and the ones that were felt to best reflect the school were brought forward to group meetings with parents, where additional feedback was obtained. Focus seemed to coalesce on the name Blackstone Valley Prep, a Rhode Island Mayoral AcademySM, a new set of "PRIDE" values—perseverance, respect, integrity, discipline, and enthusiasm, and a motto of "Today we learn, tomorrow we lead." These elements were brought forward into a set of written materials such as letterhead, examples of which were made available to the board. A preliminary trademark check did not show reveal any potential problems with the use of these items.

At the practical level, a yellow and blue color scheme will be maintained. The Mayoral AcademySM is temporarily not requiring the use of the uniforms and the vendor has been asked not to sell them for the time being. The school has invested in t-shirts for temporary use. As soon as a new logo is approved for use, patches will be developed to cover those on the current uniforms. These changes are being made at no cost to families, as the Rhode Island Mayoral Academies has agreed to underwrite that expense. Any new uniforms purchased will have the new logos on them.

Mr. Vaudreuil (seconded by Dr. Morton) moved to change the fictitious name of the corporation to be used for school purposes to Blackstone Valley Prep, a Rhode Island Mayoral AcademySM. AYE: McKee, Almond, Morton, Vaudreuil. NAY: None.

Budget

Mr. Chiappetta presented the proposed budget. The budget is based on assumptions that state, local and federal revenues will continue as anticipated, that the Walton Foundation will provide the middle school with a start-up grant for \$250,000, and that the federal charter school fund will provide start-up funding. The budget also assumes that the payment for Democracy Builders' will not exceed one-half of the previously anticipated annual amount.

The budget also reflects certain personnel changes and contemplated changes.

Mr. Almond expressed concerns that he had had inadequate time to review the budget and that it appeared to be dependent on certain revenues that were uncertain.

Dr. Morton (seconded by Mr. Vaudreuil) moved to approve the budget. AYE: McKee, Morton, Vaudreuil. NAY: None. Abstaining: Almond.

(Dr. Morton left the meeting at 2:10 p.m.)

Appointment of auditor

The transition left the school without an auditor, because the auditor that Democracy Builders had been using felt that their entering into an engagement with RIMABV would conflict with their responsibilities to Democracy Builders.

The school's audit must be consolidated with that of the Rhode Island Mayoral Academies, who use Parmelee Poirer & Associates, LLP. An information sheet describing PPA's capabilities and a fee quote for the audit covering the year ended June 30, 2010 were provided.

The board questioned whether the contract could be let without bidding. Mr. Waugh informed the board that the board had not adopted any procurement regulations and therefore it was writing on a blank slate. Mr. Afonso further advised the board that the municipal purchasing rules did not apply to the school, a 501(c)(3) organization that is not a municipality, unless the board adopts them by rule. Even if the municipal procurement rules did apply, the hiring of professional services does not require a bidding process. Board members expressed a desire that a bidding process be used in the future.

Mr. Almond (seconded by Mr. Vaudreuil) moved to appoint Parmelee Poirer & Associates, LLP as auditors for the year ended June 30, 2010 for a cost not to exceed \$14,500. AYE: McKee, Almond, Vaudreuil. NAY: None.

Public forum

Mr. Waugh apologized for the mix-up that had necessitated rescheduling the meeting.

Adjournment

Mr. Almond (seconded by Mr. Vaudreuil) moved to adjourn. AYE: McKee, Almond, Vaudreuil. NAY: None. The Chair declared the meeting adjourned at 2:20 p.m.

Respectfully submitted,

Daniel C. Waugh
Secretary